

**NO FEE DOCUMENT**

RECORDING REQUESTED BY:  
AND WHEN RECORDED, MAIL TO:

City of Rocklin  
c/o City Clerk  
3870 Rocklin Road  
Rocklin, CA 95677

**AGREEMENT TO TERMINATE WHITNEY RANCH APARTMENTS PROJECT FEE DEFERRAL AND LETTER OF CREDIT AGREEMENT**

This Agreement (“Agreement”) is made as of January 11, 2022, by the CITY ROCKLIN, a municipal corporation (“City”), and WHITNEY ROCKLIN L.P., a California limited partnership (“Owner”), (collectively, the “Parties”).

**RECITALS**

- A. The Parties previously entered into that certain "WHITNEY RANCH APARTMENTS PROJECT FEE DEFERRAL AND LETTER OF CREDIT AGREEMENT" dated December 9, 2008, and recorded on April 1, 2009 with the Placer County Recorder as DOC-2009-0026235-00 (the "Deferral Agreement").
- B. The Deferral Agreement related to the Owner's construction of one hundred fifty six (156) units of multifamily, affordable rental housing, commonly referred to as the “Whitney Ranch Apartments” (the “Project”) at a site located in the City at the southwest corner of the intersection of Wildcat Boulevard and West Ranch Drive (as more particularly described in Exhibit A) (the “Property”).
- C. Both Parties having fully complied with their respective obligations under the Deferral Agreement, the Parties now desire to terminate the Deferral Agreement.

**AGREEMENT**

**NOW, THEREFORE**, the Parties agree:

- 1. All of the recitals are true and correct and incorporated herein by this reference.
- 2. City agrees that Owner has fully complied with Owner's obligations under the Deferral Agreement by paying all Deferred Fees as and in the manner required by the Deferral Agreement. Owner agrees that City has fully complied with City's obligations under the Deferral Agreement.
- 3. The Parties mutually agree that as of the date first stated above, the Deferral Agreement is hereby terminated and shall no longer have any force or effect.

4. Upon full execution of this Agreement, this Agreement shall be recorded in the Placer County Recorder's Office.

5. This Agreement may be executed in two or more counterparts which shall, in the aggregate, be signed by all the parties; each counterpart shall be deemed an original instrument as against any party who signed it.

**CITY:**

**CITY OF ROCKLIN,**  
a municipal corporation

By: \_\_\_\_\_  
Aly Zimmermann, City Manager

**APPROVED AS TO FORM**

\_\_\_\_\_  
Sheri Chapman, City Attorney

[Signatures continue on next page]

**OWNER:**

**WHITNEY ROCKLIN L.P.,**  
a California limited partnership

By: Pacific Housing, Inc.,  
a California nonprofit public benefit corporation,  
its Managing General Partner

By: \_\_\_\_\_  
Mark A. Wiese,  
President

By: Anton Whitney, LLC,  
a California limited liability company,  
its Co-General Partner

By: St. Anton Partners, LLC,  
a California limited liability company,  
its Manager

By: \_\_\_\_\_  
Steven L. Eggert, Manager

## EXHIBIT A

The Land referred to herein below is situated in the City of Rocklin, County of Placer, State of California, and is described as follows:

A PORTION OF LOTS 8 AND 9, AS SHOWN ON THE MAP ENTITLED "WHITNEY RANCH LARGE LOT SUBDIVISION" FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, CALIFORNIA, OCTOBER 6, 2004, IN [BOOK Z OF MAPS, AT PAGE 94](#), AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED JUNE 4, 2007, AS INSTRUMENT NO. [2007-56099](#), OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF SAID LOT 9.

EXCEPTING THEREFROM A PORTION OF SAID LOT 9 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 9; THENCE ALONG THE SOUTH LINE OF SAID LOT 9, SOUTH 89°03'19" WEST, 108.75 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 56°39' 15" EAST, 94.97 FEET, TO A POINT ON THE WEST LINE OF WILDCAT BOULEVARD; THENCE ALONG SAID WEST LINE, ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1,265.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 30°15'24" EAST, 58.36 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A PORTION OF SAID LOT 8 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 8; THENCE ALONG THE NORTH LINE OF SAID LOT 8, NORTH 89°03'19" EAST, 560.02 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 56°39' 15" WEST, 178.64 FEET; THENCE SOUTH 89°03'01" WEST, 409.18 FEET TO A POINT ON THE WEST LINE OF SAID LOT 8; THENCE, ALONG SAID WEST LINE, NORTH 00°56'59" WEST, 95.76 FEET TO THE POINT OF BEGINNING.

AS ALSO DESCRIBED AS RESULTANT LOT 9 IN THAT CERTAIN APPROVAL OF LOT LINE ADJUSTMENT RECORDED JANUARY 21, 2009, INSTRUMENT NO. [2009-0003994](#), OF OFFICIAL RECORDS.

EXCEPTING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, INERT GASES, MINERALS AND METALS, LYING BELOW A DEPTH OF FIVE HUNDRED (500) FEET FROM THE SURFACE OF SAID PROPERTY, WHETHER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED INCLUDING BUT NOT LIMITED TO THE RIGHTS TO EXPLORE FOR, DEVELOP AND REMOVE SUCH OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, INERT GASES, MINERALS AND METALS WITHOUT, HOWEVER, ANY RIGHT TO USE, DISTURB OR ACCESS THE SURFACE OF SAID PROPERTY, OR ANY OTHER PORTION THEREOF ABOVE A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, FOR ANY PURPOSE WHATSOEVER, AS SET FORTH IN THE DEED RECORDED JANUARY 4, 1999, AS SERIES NO. [99-0000244](#), PLACER COUNTY RECORDS

For conveyancing purposes only: APN 017-172-012-000